

1 LEON GREENBERG, ESQ., SBN 8094
2 RUTHANN DEVEREAUX-GONZALEZ, ESQ., SBN 15904
3 Leon Greenberg Professional Corporation
4 1811 South Rainbow Blvd - Suite 210
5 Las Vegas, Nevada 89146
6 (702) 383-6085
7 (702) 385-1827(fax)
8 leongreenberg@overtimelaw.com
9 ranni@overtimelaw.com

10 JAMES P. KEMP, ESQ.
11 Nevada Bar No. 006375
12 KEMP & KEMP, ATTORNEYS AT LAW
13 7435 W. Azure Drive, Suite 110,
14 Las Vegas, NV 89130
15 (702) 258-1183/ (702) 258-6983 (fax)
16 jp@kemp-attorneys.com

17 Attorneys for Plaintiffs

18 UNITED STATES DISTRICT COURT
19 DISTRICT OF NEVADA

20 JASMINE SOLARES and
21 ESTEFANIA CORREA

22 Plaintiff,

23 vs.

24 AMAZON COM SERVICES LLC

25 Defendants.

26) Case No.:

27) COMPLAINT

28) JURY TRIAL DEMANDED

COMES NOW THE PLAINTIFFS, by and through their counsel, LEON

GREENBERG, ESQ., and RUTHANN DEVEREAUX-GONZALEZ, ESQ., of

1 LEON GREENBERG PROFESSIONAL CORPORATION and JAMES P. KEMP,
2 ESQ., of KEMP & KEMP, ATTORNEYS AT LAW and states and alleges causes
3 of action against the Defendant(s) as follows:
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6 **JURISDICTION AND VENUE**
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8 1. This Court has original federal question jurisdiction over the
9 claims presented herein pursuant to the Act of June 25, 1938, ch 676, 52 Stat
10 1069, 29 USC Sections 201-219, known as the Fair Labor Standards Act ("the
11 FLSA"), a law of the United States regulating interstate commerce, and
12 specifically under the provisions of Section 16 of said act, as amended (29 U.S.C.
13 § 216(b)). The Court has supplemental jurisdiction over the State Law claims
14 alleged herein pursuant to 28 U.S.C. § 1367(a).
15

16 2. This Court also has jurisdiction over the State Law claims made
17 herein pursuant to 28 U.S.C. § 1332, the Class Action Fairness Act, in that the
18 defendant is not a citizen of the State of Nevada and the amount in controversy
19 exceeds \$5,000,000.
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21 3. Venue is proper in the unofficial Southern Division of the Court as
22 the acts complained of took place in Clark County, Nevada.
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FACTUAL ALLEGATIONS GIVING RISE TO THE CLAIMS

4. The defendant Amazon.Com Services LLC (“Amazon”) is a Delaware limited liability corporation with its principal place of business and headquarters in the State of Washington.

5. Amazon conducts business in Clark County Nevada and has employees who work for it in Clark County Nevada.

6. Currently, and during each of the four years prior to the filing of this action, Amazon has employed over 500 persons as hourly compensated “Customer Returns Processor” and/or “Problem Solver” or similar hourly compensated employees at its “LAS2 Amazon Returns Facility” (“LAS2”) located in North Las Vegas, Clark County, Nevada.

7. Plaintiff Estefania Correa Restrepo is a former employee of Amazon who has worked at LAS2 as a Customer Returns Processor and/or Problem Solver and/or other positions that Amazon agreed to compensate for her work at an hourly rate of between \$15.00 and \$19.00 an hour and is a resident of Clark County.

8. The violations of the FLSA and Nevada law alleged herein sustained by plaintiff Estefania Correa Restrepo, involving the non-payment of overtime wage and/or minimum wages and/or other earned but unpaid wages,

1 was constant throughout her employment with Amazon at LAS2 occurring in
2 many and most if not all, workweeks of such employment. She additionally
3 identifies the seven-day workweeks of January 8 through January 14, 2023 and
4 January 22, 2023 through January 28, 2023 as involving weeks where she worked
5 for Amazon at LAS2 and did not receive overtime pay, as required by the FLSA
6 and Nevada law, for all of the work she performed in excess of 40 hours during
7 each such week.
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10 9. Plaintiff Jasmine Solares is a current employee of defendant
11 Amazon who has worked at LAS2 as a Customer Returns Processor and/or
12 Problem Solver that Amazon agreed to compensate for her work at an hourly rate
13 of between \$15.00 and \$19.00 an hour and is a resident of Clark County.
14

15 10. The violations of the FLSA and Nevada law alleged herein
16 sustained by plaintiff Jasmine Solares, involving the non-payment of overtime
17 wages and/or minimum wages and/or other earned but unpaid wages, was
18 constant throughout her employment with Amazon at LAS2 occurring in many, if
19 not most, workweeks of such employment. She additionally identifies the seven-
20 day workweek of May 28, 2023, through June 3, 2023, as involving a week where
21 she worked for Amazon at LAS2 and did not receive overtime pay, as required by
22 the FLSA and Nevada law, for all of the work she performed in excess of 40
23 hours during such week.
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3 11. The circumstances alleged by Estefania Correa Restrepo and
4 Jasmine Solares (“Plaintiffs”), in respect to the non-payment of wages and/or
5 overtime wages owed to them for time they worked for Amazon at LAS2, are
6 common to a large group of similarly situated hourly compensated Customer
7 Returns Processors and Problem Solvers and similar hourly compensated
8 employees of Amazon who also worked at LAS2, such similarly situated persons
9 numbering over 500.
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12 12. As a term and condition of their employment at LAS2, Plaintiffs,
13 and those similarly situated to the Plaintiffs, were required, at the conclusion of
14 their workday for Amazon, to submit to a security screening (the “Shift End
15 Security Screening”) before being allowed the leave the LAS2 building.
16

17 13. Amazon paid wages to the Plaintiffs and those similarly situated
18 based only on the time Amazon recorded as working time for such persons in its
19 timekeeping system; wages were not paid by Amazon for time that the Plaintiffs
20 and those similarly situated worked for Amazon at LAS2 that was not recorded as
21 working time in that timekeeping system
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23 14. Amazon required the Plaintiffs, and those similarly situated, at the
24 conclusion of each day’s work shift at LAS2, and prior to such persons’ submittal
25 to Amazon’s Shift End Security Screening, to clock out on Amazon’s employee
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1 time keeping system at one or more Amazon punch clocks located within the
2 LAS2 building.

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4 15. It would take the Plaintiffs and those similarly situated, if they were
5 allowed to do so, approximately one minute or less to directly walk out of the
6 LAS2 building after using an Amazon punch clock within the LAS2 building at
7 the end of their work shift.
8

9 16. Plaintiffs and those similarly situated, because they were required
10 to submit to Amazon's Shift End Security Screening, would experience a delay in
11 being able to exit the LAS2 building after using the Amazon punch clock within
12 the LAS2 building to clock out on Amazon's timekeeping system. That delay
13 was caused by the long lines at the security screening stations and the need to
14 submit their person and belongings to inspection and/or search by Amazon. That
15 delay for most such persons would typically be between approximately 10 to 15
16 minutes with longer periods of time being required when they were designated for
17 more thorough secondary searches under Amazon's protocols.
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21 17. The Plaintiffs and those similarly situated were required by
22 Amazon to work at LAS2 for shifts with specified start and end times, typically
23 scheduled to be 10.5 hours in length each workday.
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1 18. The Plaintiffs and those similarly situated during each full daily
2 work shift that they worked for Amazon at LAS2 were required to take a 30
3 minute long unpaid meal period (the “Meal Period”) approximately midway
4 through their daily 10.5 hour long scheduled work shift. That Meal Period was
5 not compensated by Amazon and was intended and designated by Amazon to
6 provide a period for LAS2 workers to eat a meal.
7

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9 19. The Plaintiffs, and most of those similarly situated, primarily
10 worked one of two shifts at LAS2, either a daytime shift from 6:30 a.m. or 7:00
11 a.m. to 5:00 p.m. or 5:30 p.m. or a nighttime shift from 6:30 p.m. or 7:00p.m. to
12 5:00 a.m. or 5:30 a.m. (the “Two Primary Shifts”) consisting of 10 scheduled
13 compensated working hours each day plus an uncompensated Meal Period of 30
14 minutes. Amazon would require one-half of the workers on each of the Two
15 Primary Shifts to take their Meal Period during an assigned 30 minute long period
16 and the other one-half during a different assigned 30 minute long period.
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18

19 20. The Plaintiffs and those similarly situated during their Meal Period
20 were prohibited by Amazon from remaining at their assigned workstations. They
21 were required by Amazon to leave their assigned workstations and be absent from
22 such workstations and the working areas of the LAS2 building for that Meal
23 Period.
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1 21. Amazon required the Plaintiffs, and those similarly situated, to
2 commence their Meal Period by clocking out for its commencement on Amazon's
3 employee time keeping system at one or more Amazon punch clocks located
4 within the LAS2 building.
5

6 22. Amazon required the Plaintiffs and those similarly situated who
7 worked at LAS2 to submit to a security screening (the "Meal Period Security
8 Screening") during most of their workdays after they had commenced their Meal
9 Period by clocking out on one of the Amazon punch clocks located within the
10 LAS2 building.
11

12 23. Amazon imposed the Meal Period Security Screening upon
13 approximately 75% of the LAS2 workers such as the Plaintiffs and those
14 similarly situated each day they worked one of the Two Primary Shifts because
15 (a) Amazon required that those workers leave the workplace areas of the LAS2
16 building during their Meal Period; (b) Amazon provided limited non-workplace
17 space ("Secondary Breakrooms") within the LAS2 building that such workers
18 could access and that Amazon allowed them to stay in for their Meal Period and
19 eat their meal without submitting to that Meal Period Security Screening; and (c)
20 Amazon required such workers, which were approximately 75% of the Two
21 Primary Shift workers, to submit to such a Meal Period Security Screening to
22 either access a facility (the "Main Breakroom") inside the LAS2 building that
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1 could accommodate them and that Amazon allowed them to spend such Meal
2 Period in or leave the LAS2 building entirely.

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4 24. It would take the Plaintiffs and those similarly situated, if they
5 were not subjected to the Meal Period Security Screening, approximately one
6 minute or less after they punched out on the Amazon timeclock system and began
7 their Meal Period to directly walk out of the LAS2 building or access the Main
8 Breakroom.
9

10 25. It would take the Plaintiffs and those similarly situated if they used a
11 Secondary Breakroom and by doing so avoided a Meal Period Security Screening
12 approximately two to five minutes (their “Secondary Breakroom Travel”) after
13 they punched out on the Amazon timeclock system and began their Meal Period
14 to directly walk to a Secondary Breakroom and utilize their Meal Period; that
15 travel and time expenditure would be repeated at the end of such a Meal Period
16 when they would have to return to an Amazon punch clock’s location to punch
17 back in at the end of their Meal Period.
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20 26. Plaintiffs and those similarly situated, because they were required
21 to submit to Amazon’s Meal Period Security Screening, would experience a delay
22 in being able to exit the LAS2 building or use the Main Breakroom after using an
23 Amazon punch clock to commence their Meal Period in Amazon’s timekeeping
24 system. That delay, necessitated by the long lines at the security screening
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1 stations, and the need to submit their person and belongings to inspection and/or
2 search by Amazon, would typically be between approximately 5 to 10 minutes
3 with longer periods of time being required when they were designated for more
4 thorough secondary searches under Amazon's protocols.
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6 27. Plaintiffs, and those similarly situated, were also required at the
7 conclusion of their Meal Period, to report to a different workstation than the
8 workstation they had worked at prior to such Meal Period.
9

10 28. Amazon required the Plaintiffs and those similarly situated to clock
11 back in on Amazon's timekeeping system at the end of their Meal Period on an
12 Amazon punch clock in the LAS2 building. Amazon rigorously monitored that
13 they had done so and if that time clock punch was made as little as one minute
14 later than 30 minutes after the beginning of their Meal Period Amazon could, and
15 on occasion did, subject them to a reprimand or other negative actions such as a
16 loss of accrued unpaid time off that could also contribute to Amazon's decision to
17 terminate their employment.
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20 29. Plaintiffs and those similarly situated desired to avoid the negative
21 consequences Amazon imposed on them if they clocked back in on an Amazon
22 punch clock from their Meal Period even one minute more than 30 minutes after
23 it commenced. As a result, they were forced by Amazon to set aside additional
24 time which could and did range from approximately one minute to three minutes,
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1 to que up at an Amazon punch clock and clock back in at no more than the 30th
2 minute after they had clocked out for their Meal Period (their “Meal Period End
3 Que”). They were forced to expend that additional time by Amazon, which was a
4 portion of their unpaid Meal Period time, because Amazon provided too few
5 punch clocks for them to punch back in at that 30 minute interval reliably and
6 without delay, as numerous workers would be seeking to use those limited
7 number of punch clocks at the exact same time.
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10 30. The periods of time the Plaintiffs and those similarly situated spent
11 in Shift End Security Screenings, Meal Period Security Screenings, Secondary
12 Breakroom Travel, and Meal Period End Ques was “working time” for the
13 purposes of the FLSA, at least as not limited by the Portal-to-Portal Act, and for
14 the purposes of Nevada Law as alleged herein. Such time was consumed by them
15 at the insistence and direction of their employer, Amazon. They received no
16 benefit from the activities they engaged in during those time periods and were
17 unable to use those periods of time as they chose. The activities Amazon forced
18 them to engage in during those time periods solely benefited Amazon, by
19 reducing potential thefts from LAS2 and allowing Amazon to avoid the expense
20 of installing more punch clocks to alleviate the Meal Period End Que or
21 Secondary Breakroom Travel times.
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1 31. As a result of being forced to spend working time in the Meal
2 Period Security Screenings, Secondary Breakroom Travel, and Meal Period End
3 Ques imposed by Amazon, the Plaintiffs and those similarly situated during the
4 majority of the shifts they worked at LAS2 did not actually have available for
5 their personal use, whether to eat a meal or for other purposes, the full 30 minutes
6 of their uncompensated Meal Period.
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9 32. As a result of being forced to spend working time in the Meal
10 Period Security Screenings, Secondary Breakroom Travel, and Meal Period End
11 Ques imposed by Amazon, the Plaintiffs and/or those similarly situated during
12 some, many, or possibly all of the shifts they worked at LAS2, only had available
13 for their personal use, whether to eat a meal or for other purposes, less than 20
14 minutes of their Meal Period.
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17 33. As a result of being forced to spend working time in Shift End
18 Security Screenings, Meal Period Security Screenings, Secondary Breakroom
19 Travel, and Meal Period End Ques, the Plaintiffs and those similarly situated
20 during most of their workweeks at LAS2 were working more than 40 hours a
21 week and during such weeks the unpaid working time spent in such activities
22 should have been paid at applicable overtime (time and one-half) rates pursuant to
23 either Nevada law and/or the FLSA as alleged *infra*.
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CLASS AND COLLECTIVE ACTION ALLEGATIONS

34. This is a putative class and collective action brought on behalf of the Plaintiffs and all persons similarly situated to the Plaintiffs who worked for the defendant Amazon at its LAS2 location in Clark County, Nevada. More specifically, it is brought on behalf of all such persons employed on an hourly compensation basis within the last three years in respect to the FLSA claims made herein and within such other applicable statute of limitations that governs the claims made under Nevada Law. All such persons are owed unpaid wages and/or overtime wages by Amazon as a result of its policies of not compensating such persons for working time Amazon forced them to spend complying with Amazon's Shift End Security Screening, Secondary Breakroom Travel, Meal Period Security Screening, and/or Meal Period End Que policies and/or for not compensating them for the full 30 minutes of some or all of their Meal Periods.

35. The class and collective action may include one or more sub-classes if the Court finds that more manageable.

36. Upon information and belief, there are no collective bargaining agreements applicable to the Plaintiff and/or members of the proposed plaintiff class which waive the provisions of Article 15, Section 16 of the Constitution of the State of Nevada or any other protections afforded to employees by Nevada law.

1 37. The Plaintiffs bring this action as a class action pursuant to Fed. R.
2 Civ. P. §23 in respect to the defendant Amazon’s violations of Nevada law on
3 behalf of themselves and a class of the afore-alleged similarly situated persons
4 employed by the defendant Amazon at LAS2.

5
6 38. The Plaintiffs bring this action pursuant to Section 16(b) of the
7 FLSA as a collective action (also commonly referred to as an “opt-in” class), in
8 respect to the defendant Amazon’s violations of the FLSA on behalf of
9 themselves and all of the afore-alleged similarly situated persons employed by the
10 defendant Amazon at LAS2 who file a written consent with this Court to join this
11 lawsuit and whom performed compensable work within the meaning of the FLSA
12 in excess of 40 hours a week but were not paid overtime wages or all of the
13 overtime wages they were due for such work during such weeks.

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17 39. The Plaintiffs are informed and believe, and based thereon alleges
18 that there are over 500 putative class and collective action members. The actual
19 number of such persons is readily ascertainable by a review of the defendant
20 Amazon’s records through appropriate discovery.

21
22 40. There is a well-defined community of interest in the questions of
23 law and fact affecting the class as a whole.

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25 41. Proof of a common or single set of facts will establish the right of
26 each member of the class to recover. These common questions of law and fact
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1 predominate over questions that affect only individual class members. The
2 Plaintiffs' claims are typical of those of the class.

3
4 42. A class action is superior to other available methods for the fair and
5 efficient adjudication of the controversy. Due to the typicality of the class
6 members' claims, the interests of judicial economy will be best served by
7 adjudication of this lawsuit as a class action. This type of case is uniquely well-
8 suited for class treatment since defendant Amazon's practices were uniform and
9 the burden is on Amazon, as an employer, to establish that its method for
10 compensating the class members complies with the requirements of Nevada law
11 and the FLSA.

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14 43. The Plaintiffs will fairly and adequately represent the interests of the
15 class and have no interests that conflict with or are antagonistic to the interests of
16 the class and have retained to represent them competent counsel experienced in
17 the prosecution of class action cases and will thus be able to appropriately
18 prosecute this case on behalf of the class.

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21 44. The Plaintiffs and their counsel are aware of their fiduciary
22 responsibilities to the members of the proposed class and are determined to
23 diligently discharge those duties by vigorously seeking the maximum possible
24 recovery for all members of the proposed class.
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1 45. There is no plain, speedy, or adequate remedy other than by
2 maintenance of this class action. The prosecution of individual remedies by
3
4 members of the class will tend to establish inconsistent standards of conduct for the
5 defendant and result in the impairment of class members' rights and the disposition
6 of their interests through actions to which they were not parties. In addition, the
7
8 class members' individual claims are small in amount and they have no substantial
9 ability to vindicate their rights, and secure the assistance of competent counsel to do
10 so, except by the prosecution of a class action case.

11
12 **AS AND FOR A FIRST CLAIM FOR RELIEF PURSUANT**
13 **TO THE FAIR LABOR STANDARDS ACT**

14 46. The Plaintiffs bring this First Claim for Relief pursuant to 29
15 U.S.C. § 216(b) on behalf of themselves and all similarly situated persons who have
16 filed, or will file, their written consents with the Court to join this lawsuit. The
17 Plaintiffs annex to this Complaint such written consent on their own behalf. It is
18
19 proposed that all such similarly situated persons promptly after the commencement
20 of this case be provided with notice of their ability to file such a written consent, the
21 names and last known addresses of all such persons being in the possession of the
22 defendant Amazon.

24 47. Pursuant to the applicable provision of the FLSA, 29 U.S.C. §
25 207, the Plaintiffs and those similarly situated were entitled to overtime pay at time
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27 and one-half their regular hourly rate for all hours they worked in excess of 40 hours
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1 a week, except if such working time was made non-compensable for the purposes of
2 the FLSA by the Portal-to-Portal Act, 29 U.S.C. §254(a), because it involved a
3 “postliminary” or “preliminary” activity at the beginning or end of a workday that
4 was not also a “principal” activity of such persons’ employment by Amazon.
5

6 48. The time spent by the Plaintiffs and those similarly situated
7 performing the Meal Period Security Screenings, Secondary Breakroom Travel and
8 Meal Period End Ques required by Amazon, but not the Shift End Security
9 Screenings, was compensable working time for the purposes of the FLSA. The time
10 so consumed in those activities was not excluded from compensability for FLSA
11 purposes by the Portal-to-Portal act because:
12
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14 (a) Such activities, and their associated time expenditures, were neither
15 postliminary nor preliminary to such persons’ principle activities for Amazon
16 in its LAS2 facility involving the processing and handling of returned
17 merchandise since they did not take place either before or after the end of a
18 workday, measured from when such persons first and last performed such
19 principal activities for Amazon on such workday, as per 29 C.F.R. §790.6(a);
20 29 C.F.R. §790.7(b) and 29 U.S.C. § 254(a); and
21
22

23 (b) Such activities, and their associated time expenditures, were required
24 by Amazon and an integral part of such persons’ performance of their
25 principle activities for Amazon. That was because Amazon required such
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1 persons to travel from the workstation where they were performing their
2 principle activities prior to their Meal Period and to a different workstation to
3 continue such principle activities after the conclusion of their Meal Period.
4 Travel time between locations where employees are performing their
5 principle activities after the commencement of their workday, which travel
6 time for such persons in this case included the time they expended in
7 Amazon's Meal Period Security Screenings, Secondary Breakroom Travel
8 and Meal Period End Ques since Amazon required those activities in
9 connection with such travel, is not excluded from compensability for FLSA
10 purposes by the Portal-to-Portal Act, as per 29 C.F.R. §790.7(c), 29 U.S.C. §
11 254(a), and *IBP v. Alvarez*, 546 U.S. 21, 34-35 (2005).
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15 49. During certain or most or possibly all days the Plaintiffs and/or
16 some of those similarly situated worked for Amazon at LAS2 their entire Meal
17 Period and not just the time consumed by Amazon's required Meal Period Security
18 Screenings, Secondary Breakroom Travel and Meal Period End Ques, was
19 compensable working time for FLSA purposes. That was because they were
20 provided an amount of time of less than 30 minutes, and sometimes less than 20
21 minutes, during that Meal Period in which they were freed of all duties by Amazon
22 and able to sit down and eat a meal and otherwise use that time as they desired. As
23 a result, on those workdays that entire Meal Period was compensable working time
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1 for FLSA purposes. *See*, 29 C.F.R. §785.18 and 29 C.F.R. §785.19.

2 50. Amazon's failure to compensate the Plaintiffs and those similarly
3
4 situated for the compensable working time spent by such persons during the
5 aforesaid Meal Periods, Meal Period Security Screenings, Secondary Breakroom
6 Travel, and Meal Period End Ques, violated the requirements of 29 U.S.C. §207, in
7
8 that such amounts of time were compensable working time for purposes of the
9 FLSA that was in excess of 40 hours a week and for which the FLSA required
10 Amazon to compensate such persons at a rate of time and one-half their regular
11
12 hourly rate.

13 51. Amazon's violations of the FLSA were willful.

14 52. As a result of Amazon's violations of the FLSA an award of unpaid
15 overtime wages, as required by the FLSA, along with an equal amount of liquidated
16 damages as provided for by the FLSA, and an award of attorney's fees and costs, is
17 sought on behalf of the plaintiffs and all others similarly situated who join this case
18 by filing a written consent to do so as provided for by 29 U.S.C. §216(b).
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22 **AS AND FOR A SECOND CLAIM FOR RELIEF FOR**
23 **UNPAID WAGES PURSUANT TO NEVADA'S**
24 **STATUTES AND CONSTITUTION**

25 53. The Plaintiffs reallege each and every afore-made allegation and
26
27 bring this Second Claim for Relief pursuant to Nevada's statutes and Constitution
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1 for all unpaid wages owed to the Plaintiffs and the members of the alleged FRCP
2 Rule 23 class.

3
4 54. Pursuant to Nevada's Constitution, Article 15, Section 16, and
5 N.R.S. §608.250 every employee in Nevada must be paid by their employer for each
6 hour worked at least the minimum hourly wage required by the same. When
7 Amazon failed to pay any wages whatsoever for certain periods of time worked by
8 the Plaintiffs and the class members it violated those requirements of Nevada law.
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10 *Porteous v. Capital One Services II, LLC*, 804 Fed. Appx. 354 (9th Cir. 2020).

11
12 55. Pursuant to N.R.S. §608.016 every employee in Nevada must be
13 paid wages by their employer for each hour worked and an employer cannot require
14 an hourly compensated employee to work periods of time without the payment of
15 any hourly wage for such periods of time. When Amazon failed to pay any wages
16 whatsoever for certain periods of time worked by the Plaintiffs and the class
17 members it violated those requirements of Nevada law. *Porteous v. Capital One*
18 *Services II, LLC*, 804 Fed. Appx. 354 (9th Cir. 2020).

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20
21 56. Pursuant to N.R.S. §608.018 every hourly compensated employee in
22 Nevada must be paid wages by their employer for each hour worked in excess of 40
23 hours in a week, and in some circumstances in excess of eight hours a day, at an
24 overtime rate of time and one-half their regular hourly rate.
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1 57. The time spent by the Plaintiffs and those similarly situated
2 performing the Meal Period Security Screenings, Secondary Breakroom Travel,
3 Meal Period End Ques, and Shift End Security Screenings, was compensable
4 working time for the purposes of Nevada's statutes and Constitution. *In re*
5 *Amazon.com Inc.*, 905 F.3d 387 (6th Cir. 2018).
6
7

8 58. Pursuant to N.R.S. §608.019 every employee in Nevada who works
9 a continuous period of at least eight hours must be provided with a meal period of at
10 least 30 minutes which period need not be compensated and no period of less than
11 30 minutes can fulfill that requirement.
12

13 59. During certain or most or possibly all days the Plaintiffs and/or
14 some class members worked for Amazon at LAS2 their entire Meal Period and not
15 just the time consumed by Amazon's Meal Period Security Screenings, Secondary
16 Breakroom Travel and Meal Period End Ques, was compensable working time for
17 the purposes of Nevada's statutes and Constitution. That was because they were
18 provided an amount of time of less than 30 minutes, and sometimes less than 20
19 minutes, during that Meal Period in which they were freed of all duties by Amazon
20 and able to sit down and eat a meal and otherwise use that time as they desired. On
21 those workdays that entire Meal Period was compensable working time either
22 because Nevada, as demonstrated by N.R.S. §608.019, required such Meal Periods,
23 to be non-compensable non-working time, provide at least 30 minutes during which
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1 an employee is freed of all duties and able to sit and eat a meal, or a lesser period of
2 time for the same that Amazon failed to provide. *In re Amazon.com Inc.*, 905 F.3d
3 387 (6th Cir. 2018).
4

5 60. Amazon violated the aforesaid provisions of Nevada law by failing
6 to pay the Plaintiffs and the class members either the regular wages and/or the
7 overtime wages Nevada required they be paid for the afore-alleged periods of time
8 such persons worked for Amazon but were paid no wages whatsoever by Amazon
9 for that time worked.
10
11

12 61. As a result of Amazon's aforesaid violations of Nevada's statutes
13 and its Constitution an award of unpaid minimum wages, unpaid wages and unpaid
14 overtime wages, along with interest thereon, as required by the same, along with an
15 award of attorney's fees and costs as provided for by Nevada's Constitution and
16 N.R.S. § 608.260, along with all suitable and appropriate injunctive, equitable, or
17 other relief necessary to cure Amazon's past violations of Nevada law and prevent
18 any such violations in the future, is sought on behalf of the Plaintiffs and the class
19 members.
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22 **AS AND FOR A THIRD CLAIM FOR RELIEF**
23 **FOR SEVERANCE WAGES/PENALTIES**
24 **PURSUANT TO N.R.S. 608.135**

25 62. The Plaintiff Estefania Correa, a former employee of the defendant
26 Amazon, realleges each and every afore-made allegation and brings this Third
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1 Claim for Relief pursuant N.R.S. § 608.135 for the relief such Plaintiff, and such
2 class members who are also former employees of Amazon, may secure against
3
4 Amazon pursuant to NRS § 608.040 and N.R.S. § 608.050.

5 63. Amazon's failure to pay former employees, such as Plaintiff
6 Estefania Correa, all wages owed to them by Amazon within the time periods
7
8 specified by NRS § 608.020 and N.R.S. § 608.030 after the termination of
9 employment with Amazon renders Amazon liable to such persons for continuing
10 wages (severance wages/penalties) and for other remedies as provided in NRS
11
12 § 608.040 and N.R.S. § 608.050.

13 64. Plaintiff Estefania Correa, and numerous other class members who
14 are also former employees of Amazon, were not paid all wages owed to them by
15 Amazon within the time periods specified by NRS § 608.020 and N.R.S. § 608.030
16
17 after the termination of their employment with Amazon. Such violations occurred
18 because when such persons terminated their employment with Amazon they were
19 owed unpaid minimum wages, other wages and/or overtime wages by Amazon that
20
21 Amazon did not pay them and has still not paid them.

22 65. As a result of Amazon's aforesaid violations of NRS § 608.020 and
23 N.R.S. § 608.030 Plaintiff Estefania Correa, on behalf of herself and the numerous
24
25 class members who are also former employees of Amazon, seeks all relief available
26 to such persons as provided for in NRS § 608.040 and N.R.S. § 608.050, including
27
28

1 the maximum award to each such person provided by the same for continuing wages
2 (severance wages/penalties) and such lien or other relief against Amazon that may
3 be imposed by the same.
4

5 **PRAYER FOR RELIEF**

6 WHEREFORE, the Plaintiffs, on behalf of themselves and those similarly
7 situated and the members of the alleged class, seek, on each of their claims for
8 relief, the relief as alleged aforesaid, including awards of unpaid wages, unpaid
9 overtime wages, unpaid minimum wages, unpaid continuing wages/severance wages
10 and penalties as per Nevada's statutes, liquidated damages as provided for by the
11 FLSA, interest, attorney's fees and costs, and all other equitable, injunctive, and
12 monetary relief (be it compensatory or punitive damages) to which they may be
13 entitled under the circumstances.
14
15
16

17 Plaintiffs also demand a trial by jury on all issues so triable.

18 Dated this 10th Day of May 2024
19
20

21 /s/ Leon Greenberg
22 Leon Greenberg, Esq. NSB 8094
23 Leon Greenberg Professional Corp.
24 1811 S. Rainbow Boulevard #210
25 Las Vegas, NV 89146
26 (702) 383-6085
27 Attorney for Plaintiffs
28

CONSENT TO JOINDER


Jasmine Solares, by signing below,
hereby consents to join this case as a plaintiff pursuant to 29
U.S.C. 216(b).



Jasmine Solares

CONSENT TO JOINDER

Estefania Correa, by signing below,
hereby consents to join this case as a plaintiff pursuant to 29
U.S.C. 216(b).



Estefania Correa